



Office of the City Manager

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Memo

To: Members of Dublin City Council

From: Marsha I. Grigsby, City Manager 

Date: March 20, 2014

Initiated By: Michelle Crandall, Assistant City Manager
Lisa Wilson, Court Administrator

Re: Resolution No. 19-14 – Agreements for Magistrate Services

Summary

Attached for your consideration is Resolution 19-14, authorizing the Mayor's appointments of Joel R. Campbell as Primary Magistrate and Sean H. Maxfield as Secondary/Backup Magistrate for the Dublin Mayor's Court. The resolution authorizes the City Manager to execute the attached contracts for these services.

Mr. Campbell is currently serving as the Primary Magistrate for Dublin Mayor's Court. On March 1, 2014, the Administrative Committee of the Whole interviewed candidates for Secondary/Backup Magistrate. Following the interview process, Mr. Maxfield was selected for appointment as Secondary/Backup Magistrate.

The attached contracts include a flat fee of \$400 per mayor's Court session and a flat fee of \$150 for prisoner arraignment hearings.

Recommendation

Staff recommends approval of Resolution 19-14 at the March 24, 2014 Council meeting.

RECORD OF RESOLUTIONS

Dayton Legal Blank, Inc., Form No. 30045

Resolution No. **19-14**

Passed _____, 20____

A RESOLUTION APPROVING THE MAYOR'S APPOINTMENT OF MAGISTRATES FOR DUBLIN MAYOR'S COURT AND AUTHORIZING THE EXECUTION OF CONTRACTS FOR MAGISTRATE SERVICES

WHEREAS, the jurisdiction is conferred to the Mayors of municipal corporations to hear cases involving violations of local ordinances and certain types of traffic violations; and

WHEREAS, under Section 3.04(a)(4) of the Dublin Revised Charter, the Mayor is authorized to appoint magistrates, with the approval of City Council; and

WHEREAS, the Mayor has appointed Joel R. Campbell as the Magistrate for Dublin Mayor's Court; and

WHEREAS, the Mayor has appointed Sean H. Maxfield as Secondary/Backup Magistrate for Dublin Mayor's Court; and

WHEREAS, City Council desires that the agreements, attached hereto as Exhibit "A" be executed with Joel R. Campbell and Sean H. Maxfield.

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Dublin, _____ of its elected members concurring that:

Section 1. The Mayor's appointments of Joel R. Campbell as Magistrate for Dublin Mayor's Court and Sean H. Maxfield as Secondary/Backup Magistrate are hereby approved.

Section 2. The City Manager is hereby authorized to enter into the agreements attached hereto as Exhibit "A" with Joel R. Campbell and Sean H. Maxfield.

Section 3. This Resolution shall take effect upon passage in accordance with Section 4.04(a) of the Revised Charter.

Passed this _____ day of _____, 2014.

Mayor - Presiding Officer

ATTEST:

Clerk of Council

AGREEMENT FOR MAGISTRATE SERVICES

This Agreement for Magistrate Services ("Agreement") is entered into by and between the City of Dublin ("City") and Sean H. Maxfield ("Mr. Maxfield") for his services as Magistrate for the City.

1. Mr. Maxfield has been appointed by the Mayor of Dublin as a magistrate to hear and determine prosecution and criminal cases in Dublin Mayor's Court that are within the jurisdiction of the Mayor's Court, as established by Ohio law.
2. Mr. Maxfield represents that he is qualified to serve as a Mayor's Court magistrate as provided by Ohio law.
3. Mr. Maxfield is an independent contractor and he shall exercise his independent judgment and discretion in hearing and determining all prosecutions and criminal cases in Dublin Mayor's Court. Judgments entered and sentences imposed by Mr. Maxfield shall not be reviewed or approved by the Mayor.
4. Dublin Mayor's Court is typically held every Tuesday of the month. Dublin Mayor's Court also has special hearings, such as prisoner arraignment hearings, as justice requires. Mr. Maxfield will hear cases on these dates when called upon to do so.
5. Mr. Maxfield shall be paid a fee of \$400.00 per Mayor's Court session for each regularly scheduled Dublin Mayor's Court session he is called upon to preside over. He shall be paid a fee in the amount of \$150.00 for each special Mayor's Court hearing, such as prisoner arraignment hearings, that he is called upon to preside over.
6. Either party may terminate this Agreement at any time.
7. The parties agree that to the extent that the undersigned is acting in a judicial capacity, the City shall indemnify and hold harmless the undersigned from and against any and all claims, demands, suits, liabilities, and payments arising from his services as magistrate.
8. The parties recognize and agree that Mr. Maxfield's services as magistrate shall prevent him from representing any party in any litigation involving Dublin, including acting as an attorney in applications and appeals before the various City Boards and Commissions and City Council.
9. Any provision determined to be void or unenforceable in whole or in part shall not be deemed to affect or impair the validity of any other provision hereof and the provisions hereof are declared to be separate and distinct.
10. This Agreement shall be effective on the date executed and shall continue in force and effect until terminated by either party.

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CITY OF DUBLIN

BY: Marsha I. Grigsby
City Manager

Date

Sean H. Maxfield

Date

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2. Mr. Campbell represents that he is qualified to serve as a Mayor's Court magistrate as provided by Ohio law.
3. Mr. Campbell is an independent contractor and he shall exercise his independent judgment and discretion in hearing and determining all prosecutions and criminal cases in Dublin Mayor's Court. Judgments entered and sentences imposed by Mr. Campbell shall not be reviewed or approved by the Mayor.
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CITY OF DUBLIN

BY: Marsha I. Grigsby
City Manager

Date

Joel R. Campbell

Date